

Versai.ai

Empower Your Digital Rights

Terms of Service

VERSION 1.4.18

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Versai.ai
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Terms of Service

The information set forth in Versai Platform may not be exhaustive and does not imply any elements of a contractual relationship. The content of Versai Platform is not binding for Versai Limited (“Versai Company” or “Versai”) and its affiliates and Versai reserves the right to change, modify, add, or remove portions of its platform and services for any reason at any time before, during and after the using the platform by posting the amended on the website.

The client agrees not to solicit the Versai on assignment with client for direct employment or direct independent contractor relationship with client without obtaining permission in writing from an officer of the Company. The client acknowledges that the Company’s relationships with Versai have been developed through significant time, effort, and expense; that such relationships are confidential information and trade secrets of the Company that promote the Company’s market competitiveness; and that a breach of this clause would be unfair competition. Client agrees not to engage in unfair competition with the Company. In the event that, after receiving the Company’s permission, the client or client’s entity hires the Versai as a direct employee or direct independent contractor of client or client’s entity, the client agrees to pay the Company a one-time Versai Placement Fee of \$9995.00. The parties acknowledge that the Company’s detriment for agreeing to a placement is difficult to ascertain at this time but that the foregoing fee represents a reasonable estimate.

Indemnification: Clients of Versai Staffing Service agree to indemnify, defend and hold harmless Versai (the “Agency”) and its affiliates, and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers, from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys’ fees and court costs, arising or resulting from the acts or failure to act of the Agency, its affiliates, its officers, directors, employees, contractors, agents, licensors, service providers, subcontractors, suppliers, or Agency-supplied workers.

Products/Services/Pricing: Versai, LLC reserve the right to change future package offerings, pricing, and services at any time and without notice.

NOTICE

You agree that Versai may provide notices to you of changes to our User Agreement, Privacy Policy, or any other policy or issue Versai may have, by website postings, emails to the email address listed in your account, or by mail to the street address listed in your account. Such notices shall be considered to be received by you within 24 hours of the time they are posted to our website or sent by email to you unless we receive notice that the email was not delivered. Any notice sent by mail will be considered to have been received by you three business days after it is sent.

OWNERSHIP

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ELIGIBILITY AND AUTHORIZATION

To be eligible for our Services, you must be at least 18 years old. When signing up for our services, you authorize Versai, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your information against third party databases or through other sources.

FEES FOR USERS


Fees for services can be obtained by contacting Versai. We reserve the right to change our fees at any time. Changes to our fee schedule are effective after we provide you with at least fourteen (14) days' notice by posting the changes on the Site or contacting you through the email or mailing address listed in your account. Changes in fees for current customers or clients become effective at the beginning of their next billing period. We may choose to temporarily change the fees for our services for promotional events or new services, and such changes are effective when we post the temporary promotional event or new service on the Site.

GIFTS

Gifts may be purchased to be gifted to a third party. Gift may be purchased as plan subscription or hourly plans. Once purchased the user register to use their gift within 30 days. Gift cannot be exchanged for cash value.

CLOSING YOUR ACCOUNT

You may close your Account at any time by logging in to the Versai portals and following the instructions to cancel membership or by contacting a Versai Representative. If your account is not closed before your next billing cycle your account will be renewed .Non active account will be automatically closed after 6 months



Usage of Hours All hours purchased must be used within 30 days of purchase. Clients can rollover up to 25% of the hours left in their current month to the next month of service. Rollover may not be applied to trial hours, special priced plans and noncurrent or non active plans

REFUND

We try to make sure that every client is satisfied as possible. However once a renewal is processed we will not be able to grant refunds not including exceptions stated in the TOS. If you plan on discontinuing your membership you can cancel your account any time before the next renewal date by emailing to support@versai.ai. If you decide to reactivate your account at a later time, you can most definitely get the credit of the balance amount transferred to your account .

TERMS OF USAGE


The services that Versai provides are strictly for the registered user only. We will not be held accountable for any information that is used by a third party not privy to this agreement.

EXCLUSION OF WARRANTY

VERSAI AND ANY THIRD PARTY PROVIDERS MAKE NO WARRANTY OF ANY KIND REGARDING THIS SITE AND/OR ANY MATERIALS PROVIDED ON VERSAI SITE, ALL OF WHICH ARE PROVIDED ON AN 'AS IS' BASIS. VERSAI AND ANY THIRD PARTY PROVIDERS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THIS SITE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSAI WILL NOT BE HELD LIABLE FOR THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE CONTENT OR DATA PROVIDED TO ANY INDIVIDUAL OR FOR ANY BUSINESS, INVESTMENT, COST, OR LOSS ASSOCIATED WITH THE INFORMATION WE PROVIDED. NEITHER VERSAI NOR ANY THIRD PARTY PROVIDERS WARRANT THAT THIS SITE, ITS SERVERS OR ANY E-MAIL SENT FROM VERSAI ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU

LIMITATION OF LIABILITY

Versai assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing



in this site or you're downloading of any materials, data, text, images, video or audio from the site. We are also not responsible for any loss attributed to our failure to provide timely reminders to our users. In no event shall Versai or any third party providers or distributors be liable for any injury, loss, claim, damage, or damages, including, but not limited to, any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of this site or content found herein, or (ii) the performance or nonperformance by Versai or any third party providers, including, but not limited to, nonperformance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation even if such party has been advised of the possibility of damages to such parties or any other party.

GUARANTEES AND LIABILITIES

If any project or work completed by VersaiVirtualAssistant.com results in loss to you, Versai will suffer no liability. In the event of an error in the completed task, it will be corrected by Versai without any further charges. Versai works to achieve a high level of quality, however due to the varied nature of the work, we offer no guarantees that work completed will satisfy the clients expectation of quality or time taken to complete. Refunds will only be offered based on the quality and time expectation set forth by Versai Management and not by the client.

GOVERNING LAW

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California, without regard to the principles of conflicts of law thereof. Each party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the State of California. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of California

NONDISCLOSURE

The terms of the user agreement governs the disclosure of information by and between Versai, (the *Recipient*) and you, the new member (the *Discloser*) as of the date of this membership signup.

The parties are willing to disclose such information to each other on the condition that the recipient of the information does not disclose the same to any third party nor make use thereof in any manner except as set out below.

In consideration of such disclosure to each other, it is agreed by and between the parties hereto as follows:

Handling of Confidential Information:

The receiving party undertakes to treat as strictly confidential and not to divulge to any third party any of the information disclosed by the other and not to make use of any such information without the disclosing party's prior written consent. The obligations of confidentiality and non-disclosure will be honored even after the termination of this agreement, except as required by governmental authorities.

Definition of Confidential Information

As used herein, Confidential Information shall mean any and all technical and non-technical information provided by either party to the other, including but not limited to, trade secrets, information related to current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, financial information, customer lists, employees, business and contractual relationships, sales and marketing plans.

Exceptions to Confidential Information

The above undertaking shall not apply to:

- a. Information which after disclosure by the disclosing party is published or becomes generally available to the public, otherwise than through any act or omission on the part of the receiving party;
- b. Information which the receiving party can show was in its possession at the time of disclosure and which was not acquired directly from the disclosing party;
- c. Information rightfully acquired from others who did not obtain it under the pledge of secrecy to the disclosing party.
- d. Information which at the time of disclosure is published or otherwise generally available to the public;

Residual Knowledge

The terms of this Agreement shall be deemed to apply also to the employees or agents or legally associated entities of the receiving party who shall require their said employees or agents or legally associated entities to observe the foregoing obligations.

No Grant of Rights

Neither the execution of this Agreement, nor the disclosure of any Proprietary Information hereunder, shall be construed as granting either expressly or by implication, estoppels or otherwise, any license under any invention or patent now or hereafter owned by or controlled by the parties.

INDEMNIFICATION

You agree to defend, indemnify and hold Versai, its officers, managers and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Services.

DISPUTES

If a dispute arises between you and Versai please contact us first. Our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Versai regarding our services may be reported to customer service online through Versai help center at any time, or by calling us at.

ATTORNEY'S FEES

If Versai takes any action to enforce this Agreement, Versai will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees, costs, and any cost of arbitration, in addition to any other relief, at law or in equity, to which such parties may be entitled.

WAIVER

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

TERMINATION

Versai may terminate this Agreement and these terms and conditions and/or the provision of any of the services at any time for any reason, including any improper use of this site or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which Versai may be entitled, at law or in equity. Upon termination of this Agreement and these terms and conditions, all rights granted to you will terminate and revert to Versai as applicable.

Non Solicitation

You shall not solicit any employees who are under contract with Versai in the United States or in our other International locations regardless of if they are dedicated to your projects or to other clients for a period of Twenty Four(24) Months after termination of your service contract with Versai. You further agree that, should you be approached by a person who is or has been an employee of Versai during the period described above, you will not offer to nor employ or retain as an independent contractor or agent any such person for a period of 2 years following the termination of their employment. If you default on this clause or wish to hire an employee under contract with Versai as your own employee, a payment equivalent to 12 months of service from our Fulltime (40hours/week) plan would need to be made to Versai prior to releasing the employee.

ASSIGNMENT

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

MODIFICATION

Versai may at any time modify these terms and conditions and your continued use of this site will be conditioned upon the terms and conditions in force at the time of your use.

SEVERABILITY

These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

ENTIRE AGREEMENT

This Agreement, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.